

**CITY OF SEATTLE**  
**ORDINANCE \_\_\_\_\_**

COUNCIL BILL 118068

AN ORDINANCE relating to a skybridge over and across Marion Street, east of Minor Avenue; amending Ordinance 121490, as amended by Ordinance 121855; updating the insurance and bond requirements; amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Swedish Health Services; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, by Ordinance 121490, the City of Seattle granted Swedish Health Services permission to operate and maintain an existing skybridge over and across Marion Street, east of Minor Avenue, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, the conditions of Ordinance 121490 were amended by Ordinance 121855; and

WHEREAS, the permission authorized by Ordinance 121490 was due for renewal on June 14, 2013; and

WHEREAS, Swedish Health Services has submitted an application to the Seattle Department of Transportation Director ("Director") to renew the permission granted by Ordinance 121490 as amended by Ordinance 121855 for a ten year term; and

WHEREAS, Swedish Health Services has satisfied all terms of the original authorizing ordinance and the Director recommends that the term permit be renewed for ten years subject to the terms identified in this ordinance, NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The permission granted to Swedish Health Services by Ordinance 121490 and amended by Ordinance 121855 to maintain and operate a pedestrian skybridge over and across Marion Street, east of Minor Avenue, is renewed for a ten-year period starting June 15, 2013, and ending at 11:59 p.m. on June 14, 2023, upon the terms and conditions set forth in Ordinance 121490, as amended by Ordinance 121855, and as further amended by this ordinance.

Section 2. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Ordinance 121490, as amended by Ordinance 121855, are amended as follows:

1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle ("City") grants permission (~~((is hereby granted))~~) (also referred to in this ordinance as a permit) to Swedish Health Services, and its successors and assigns (~~((("Permittee")))~~) as approved by the Director of the Seattle Department of Transportation ("Director") according to Section 13A of this ordinance (the party named above and each such approved successor and assign is referred to as "Permittee"), to maintain and operate a pedestrian (~~((bridge))~~) skybridge ("skybridge") over and across Marion Street, east of Minor Avenue, adjacent in whole or in part to the property legally described as:

Lots 2, 3, 6 and 7, Block 121, A.A. Denny's Broadway Addition to the City of Seattle,  
according to the plat thereof recorded in Volume 6 of Plats, page 40, in King County,  
Washington.

2. **Term.** The permission (~~((herein))~~) granted to (~~((the))~~) Permittee(~~((, its successors and assigns shall be))~~) is for a term of ten (~~((10))~~) years (~~((commencing))~~) starting on June 15, 2003, and (~~((terminating))~~) ending at 11:59 p.m. on June 14, 2013(~~((; provided, however, that upon))~~). Upon written application (~~((of))~~) made by the Permittee at least (~~((thirty (30)))~~) 180 days before expiration of the term, the Director (~~((of Transportation ("Director")))~~) or the City Council may renew the permit (~~((for two (2) successive ten (10) year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty (30) years,))~~) twice, each time for a successive ten-year term, subject to the right of (~~((The))~~) the City (~~((of Seattle))~~) to require the removal of the skybridge or to revise by ordinance(~~((, to then revise))~~) any

of the terms and conditions ~~((contained herein))~~ of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than 180 days prior to the expiration of the then-existing term.

3. **Protection of utilities.** The permission ~~((is hereby))~~ granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the ~~((owner))~~ owners of the ~~((utility))~~ utilities, and ~~((shall be done at Permittee's expense with))~~ the Permittee being responsible for any ~~((subsequent))~~ damage to the utilities due to the construction, repair, reconstruction, maintenance, ~~((or))~~ operation, or removal of ~~((said pedestrian bridge))~~ the skybridge and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

4. **Removal for public use or for cause.** The ~~((permit))~~ permission granted ~~((hereby))~~ is subject to ~~((primary and secondary use by the public))~~ use of the street right-of-way or other public place (collectively, public place) by the City and the public for travel ~~((and)),~~ utility purposes, and ~~((the))~~ other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove ~~((said pedestrian bridge))~~ the skybridge, or any part thereof or installation on the public place, at the Permittee's sole cost and expense in the event that:

- (a) The City Council determines~~((;))~~ by ordinance~~((;))~~ that the space occupied by the ~~((pedestrian))~~ skybridge is necessary for any ~~((primary or secondary))~~ public use or

benefit((;)) or that ((~~said pedestrian bridge~~)) the skybridge interferes with any ((primary  
~~or secondary~~)) public use or benefit; or

(b) The Director ((~~of the Seattle Transportation Department ("Director")~~)) determines  
that use of the skybridge has been abandoned; or

(c) the Director determines that any term or condition of this ordinance has been  
violated, and ((~~sueh~~)) the violation has not been corrected by the Permittee ((after notice  
~~of violation has been given~~)) by the compliance date after a written request by the City to  
correct the violation (unless a notice to correct is not required due to an immediate threat  
to the health or safety of the public).

A City Council determination that the space is needed for ((~~a primary or secondary~~)), or the  
skybridge interferes with, public use or benefit ((~~shall be~~)) is conclusive and final without any  
right of the Permittee to resort to the courts to adjudicate the matter.

**5. Permittee's obligation to remove and restore.** ((~~In the event that~~)) If the permission  
((~~hereby~~)) granted ((~~extends to its termination in thirty (30) years,~~)) is not renewed at the  
expiration of a term, or if the permission expires without an application for a new permission  
being granted, or if the City ((~~orders removal of said pedestrian bridge pursuant to the term of  
this ordinance,~~)) terminates the permission, then within ((~~ninety (90)~~)) 90 days after ((~~sueh~~)) the  
expiration((;)) or termination of the permission, or ((~~order of removal, or~~)) prior to ((the date  
stated in an "Order to Remove", as the case may be)) any earlier date stated in an ordinance or  
order requiring removal of the skybridge, the Permittee shall, at its own expense, remove ((~~said  
pedestrian bridge and shall place~~)) the skybridge and all of the Permittee's equipment and  
property from the public place and replace and restore all portions of the ((street)) public place

1 that may have been disturbed for any part of ~~((said pedestrian bridge,))~~ the skybridge in as good  
2 condition for public use as it was prior to construction of ~~((said pedestrian bridge,))~~ the skybridge  
3 and in at least as good condition in all respects as the abutting portions ~~((thereof. Whereupon the~~  
4 ~~Director shall issue a certificate discharging the Permittee from responsibility under this~~  
5 ~~ordinance for occurrences after the date of such discharge.))~~ of the public place as required by  
6 SDOT right-of-way restoration standards.

7  
8 Failure to remove the skybridge as required by this section is a violation of Chapter  
9 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of  
10 Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any  
11 other authority. If the Permittee does not timely fulfill its obligations under this section, the City  
12 may in its sole discretion remove the skybridge and restore the public place at the Permittee's  
13 expense, and collect such expense in any manner provided by law.

14  
15 Upon the Permittee's completion of removal and restoration in accordance with this  
16 section, or upon the City's completion of the removal and restoration and the Permittee's  
17 payment to the City for the City's removal and restoration costs, the Director shall then issue a  
18 certification that the Permittee has fulfilled its removal and restoration obligations under this  
19 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public  
20 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the  
21 Permittee from compliance with all or any of the Permittee's obligations under this section.

22  
23 **6. Repair or reconstruction.** The skybridge shall remain the exclusive responsibility of  
24 the Permittee and the Permittee shall maintain the skybridge in good and safe condition for the  
25 protection of the public. The Permittee shall not ~~((commence reconstruction, relocation,~~  
26

1 ~~readjustment~~) reconstruct or repair (~~(of said pedestrian bridge)~~) the skybridge except (~~(under the~~  
2 ~~supervision of, and)~~) in strict accordance with plans and specifications approved by the Director.  
3 The Director may, in (~~(his/her)~~) the Director's judgment (~~(may)~~), order (~~(such reconstruction,~~  
4 ~~relocation, readjustment or repair of said pedestrian bridge)~~) the skybridge reconstructed or  
5 repaired at the Permittee's (~~(own)~~) cost and expense because of: the deterioration or unsafe  
6 condition of (~~(said pedestrian bridge, grade separations, or)~~) the skybridge; the installation,  
7 construction, reconstruction, maintenance, operation, or repair of any municipally-owned public  
8 utilities(~~(s)~~); or for any other cause.

10 **7. Failure to correct unsafe condition.** After written notice to the Permittee(~~(s)~~) and  
11 failure of the Permittee to correct (~~(said)~~) an unsafe condition (~~(or risk prone condition within the~~  
12 ~~time stated in such)~~) within the time stated in the notice, the Director may order (~~(said pedestrian~~  
13 ~~bridge)~~) the skybridge be closed or removed at the Permittee's expense if the Director deems that  
14 (~~(it)~~) the skybridge has become unsafe or creates a risk of injury to the public. (~~(In a situation in~~  
15 ~~which)~~) If there is an immediate threat to the health or safety of the public, a notice to correct is  
16 not required.

18 **8. Continuing obligations.** Notwithstanding termination or expiration of the permission  
19 granted, or closure or removal of (~~(said pedestrian bridge)~~) the skybridge, the Permittee shall  
20 remain bound by all of its obligations under this ordinance until (~~(:~~

- 22 a) ~~said pedestrian bridge and its equipment and property are removed from the street;~~  
23 b) ~~the area is cleared and restored in a manner and to a condition satisfactory to the~~  
24 Director; and  
25 c) ~~the Director certifies that the Permittee has discharged its obligations herein.~~

1 Provided, that upon prior notice to the Permittee and entry of written findings that such is in the  
2 public interest, the Director may, in his/her sole discretion, excuse the Permittee, conditionally or  
3 absolutely, from compliance with all of any of the Permittee's obligations to remove said  
4 pedestrian bridge and its property, and restore disturbed areas.)) the Director has issued a  
5 certification that the Permittee has fulfilled its removal and restoration obligations under Section  
6 5 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall  
7 continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for  
8 any unpaid fees assessed under Section 14 of this ordinance.

10 **9. Release, hold harmless, indemnification, and duty to defend.** ((Said pedestrian  
11 bridge shall remain the exclusive responsibility of the Permittee.)) The Permittee, by  
12 ((acceptance)) accepting the terms of this ordinance ((and the permission hereby granted, does  
13 release)), releases the City ((from any and all claims resulting from)), its officials, officers,  
14 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,  
15 attorneys' fees, or damages of every kind and description arising out of or by reason of the  
16 skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or  
17 loss to ((its own)) the Permittee or the Permittee's property ((and does covenant and agree for  
18 itself, its successors and assigns, with the City,)). The Permittee agrees to at all times ((protect  
19 and save)) defend, indemnify, and hold harmless the City, its officials, officers, employees, and  
20 agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or  
21 damages of every kind and description(()), excepting only ((such)) damages that may result  
22 from the sole negligence of the City(()), ((which)) that may accrue to, be asserted by, or be  
23 suffered by((s)) any person or ((persons and/or)) property ((or properties)) including, without

1 limitation, damage, death, or injury to ~~((the Permittee, its))~~ members of the public or to the  
2 Permittee's officers, agents, employees, contractors, invitees, tenants ~~((and)),~~ tenants' invitees,  
3 licensees, or ~~((its))~~ successors and assigns, ~~((by reason of the))~~ arising out of or by reason of:  
4 (a) the existence, condition, construction, reconstruction, modification, maintenance,  
5 operation ~~((or)),~~ use ~~((of said pedestrian bridge)),~~ or removal of the skybridge or any portion  
6 thereof, ~~((or by reason of))~~ or the use, occupation, or restoration of the public place or any  
7 portion thereof by the Permittee or any other person or entity;  
8

9 (b) anything that has been done ~~((;))~~ or may at any time be done ~~((;))~~ by the Permittee ~~((;~~  
10 ~~its successors or assigns;))~~ by reason of this ordinance ~~((;))~~ or ~~((by reason of))~~

11 (c) the Permittee ~~((;~~ its successors or assigns;)) failing or refusing to strictly comply with  
12 ~~((each and))~~ every provision of this ordinance; ~~((and if))~~ or arising out of or by reason of the  
13 skybridge or this ordinance in any other way.  
14

15 If any ~~((such))~~ suit, action, or claim ~~((be))~~ of the nature described above is filed,  
16 instituted, or begun against the City, the Permittee ~~((;~~ its successors and assigns;)) shall ~~((;))~~ upon  
17 notice ~~((thereof))~~ from the City ~~((;))~~ defend the ~~((same at its or their))~~ City, with counsel  
18 acceptable to the City, at the sole cost and expense of the Permittee, and ~~((in case))~~ if a judgment  
19 ~~((shall be))~~ is rendered against the City in any suit or action, the Permittee ~~((;~~ its successors or  
20 assigns;)) shall fully satisfy ~~((said))~~ the judgment within ~~((ninety (90)))~~ 90 days after ~~((such))~~ the  
21 action or suit ~~((shall have))~~ has been finally determined, if determined adversely to the City.  
22 ~~((Provided that if))~~ If it is determined by a court of competent jurisdiction that Revised Code of  
23 Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are  
24 caused by or result from the concurrent negligence of ~~((; a))~~ the City, its agents, contractors, or  
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employees(~~(s)~~), and (~~(b)~~) the Permittee, its agents, contractors, or employees (~~(or its successors~~  
~~or assigns)~~), this indemnity provision shall be valid and enforceable only to the extent of the  
negligence of the Permittee or the Permittee's agents, contractors, or employees (~~(or its~~  
~~successors or assigns)~~).

10. **Insurance.** For as long as the Permittee(~~(, its successors and assigns, shall exercise)~~)  
exercises any permission granted by this ordinance and until (~~(the pedestrian bridge is entirely~~  
~~removed from its location as described in Section 1 or until discharged by order of)~~) the Director  
~~((as provided in))~~ has issued a certification that the Permittee has fulfilled its removal and  
restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain  
in full force and effect, at its own expense, insurance (~~((policies which fully protect))~~) and/or self-  
insurance that protects the Permittee and the City from ((any and all)) claims and risks of ((any))  
loss from perils (~~((which))~~) that can be insured against under (~~((general liability insurance contracts~~  
~~and fire insurance contracts, including any extended coverage endorsements thereto which are~~  
~~eustomarily available from time to time,))~~) commercial general liability (CGL) insurance policies  
in conjunction with:

(a) construction, reconstruction, modification, operation, maintenance, use, (~~(or)~~)  
existence (~~((of the pedestrian bridge permitted by this ordinance and of any and all~~  
~~portions of the pedestrian bridge))~~), or removal of the skybridge or any portion thereof, as  
well as restoration of any disturbed areas of the public place in connection with removal  
of the skybridge;

(b) the Permittee's activity upon or the use or occupation of the (~~((areas))~~) public place  
described in Section 1 of this ordinance(~~(, as well as)~~); and

(c) ~~((any and all))~~ claims and risks in connection with ~~((any activity))~~ activities

performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements ~~((shall be a policy of comprehensive commercial general liability of a form acceptable to the City))~~ are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City ~~((will require))~~ requires insurance coverage to be placed with ~~((a company))~~ an insurer admitted and licensed to conduct business in Washington State~~((, except that if it is infeasible to obtain such a policy, the City may approve an alternative company))~~ or with a surplus lines carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum ~~((policy))~~ limits of liability shall be \$2,000,000 per ~~((occurrence,))~~ Occurrence; \$4,000,000 ~~((annual aggregate each period))~~ General Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises Operation; Personal/Advertising Injury; Contractual Liability. Coverage shall ~~((specifically name the pedestrian bridge exposure. Liability coverage shall add by endorsement))~~ include the "City of Seattle, its ~~((elected and appointed))~~ officers, officials, employees and agents" as additional ~~((insured. Coverage shall contain a Separation of Insured indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part of the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. The City will not accept a certificate of insurance as evidence of current coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration~~

page, indicating all endorsements attached thereto, and is a condition of the validity of this permit. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.)) insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to the Department of Transportation (SDOT) at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of

1 its self-insurance program. The City may at any time revoke approval of self-insurance and  
2 require the Permittee to obtain and maintain insurance as specified in this ordinance.

3 In the event that the Permittee assigns or transfers the permission granted by this  
4 ordinance, the Permittee shall maintain in effect the insurance required under this section until  
5 the Director has approved the assignment or transfer pursuant to Section 13A of this ordinance.

6 **11. Contractor insurance.** The Permittee shall contractually require that any and all of  
7 its contractors performing ~~((construction))~~ work on ~~((the))~~ any premises ~~((as))~~ contemplated by  
8 this permit~~((;))~~ name the "City of Seattle, its officers, officials, employees and agents" as ~~((an))~~  
9 additional ~~((insured on all policies of public))~~ insureds for primary and non-contributory limits of  
10 liability on all CGL, Automobile and Pollution liability insurance~~((;))~~ and/or self-insurance. The  
11 Permittee shall also include in all contract documents with its contractors a third-party  
12 beneficiary provision extending to the City construction indemnities and warranties granted to  
13 the Permittee ~~((to the City as well)).~~

14 **12A. Performance bond.** Within ~~((sixty (60)))~~ 60 days after the effective date of this  
15 ordinance, the Permittee shall deliver to the Director ~~((of Seattle Transportation))~~ for filing with  
16 the City Clerk a ~~((good and))~~ sufficient bond executed by a surety company authorized and  
17 qualified to do business in the State of Washington that is: in the ~~((sum))~~ amount of ~~((Twenty~~  
18 ~~Thousand Dollars (\$20,0000))~~ \$95,000, ~~((executed by a surety company authorized and~~  
19 ~~qualified to do business in the State of Washington,))~~ and conditioned with a requirement that the  
20 Permittee ~~((will))~~ shall comply with ~~((each and))~~ every provision of this ordinance and with  
21 ~~((each and))~~ every order ~~((of))~~ the Director ~~((pursuant thereto; provided, that if the Mayor of the~~  
22 ~~City in his/her judgment shall deem any bond or bonds filed to be insufficient and demand a new~~

1 ~~or additional bond, the Permittee shall furnish a new or additional bond in such amount as the~~  
2 ~~Mayor may specify to be necessary to fully protect the City. Said bond shall))~~ issues under this  
3 ordinance. The Permittee shall ensure that the bond remains in effect until ((such time as said  
4 pedestrian skybridge is entirely removed from its location as described in Section 1, or until  
5 discharged by order of)) the Director ((as provided in)) has issued a certification that the  
6 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.  
7 An irrevocable letter of credit approved by the Director in consultation with the City Attorney's  
8 Office may be substituted for the bond. In the event that the Permittee assigns or transfers the  
9 permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of  
10 credit required under this section until the Director has approved the assignment or transfer  
11 pursuant to Section 13A of this ordinance.

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13 **12B. Adjustment of insurance and bond requirements.** The Director may adjust  
14 minimum liability insurance levels and surety bond requirements during the term of this  
15 permission. If the Director determines that an adjustment is necessary to fully protect the  
16 interests of the City, the Director shall notify the Permittee of the new requirements in writing.  
17 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted  
18 insurance and surety bond levels to the Director.

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21 **13A. Consent for and conditions of assignment or transfer.** The permission granted by  
22 this ordinance shall not be assignable or transferable by operation of law; nor shall the  
23 Permittee((, its successors and assigns shall not)) transfer, assign ((or transfer any privileges  
24 conferred by this ordinance)), mortgage, pledge or encumber the same without the Director's  
25 consent ((of the Director)), which the Director shall not unreasonably refuse. The Director may  
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1 approve assignment ~~((and/or transferal of the permit))~~ or transfer of the permission granted by  
2 this ordinance to a successor entity ((in the case of a change of name and /or ownership provided  
3 that)) only if the successor or assignee has ((demonstrated its acceptance of)) accepted in  
4 writing all of the terms and conditions of the permission granted ((to the initial Permittee.)) by  
5 this ordinance; has provided, at the time of the acceptance, the bond and certification of  
6 insurance coverage required under this ordinance; and has paid any fees due under Section 14 of  
7 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and  
8 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and  
9 assigns. Any person or entity seeking approval for an assignment or transfer of the permission  
10 granted by this ordinance shall provide the Director with a description of the current and  
11 anticipated use of the skybridge.

12  
13 **13B. Obligations run with the Property.** The obligations and conditions imposed on the  
14 Permittee by and through this ordinance are covenants that run with the land and bind subsequent  
15 owners of the property adjacent to the skybridge and legally described in Section 1 of this  
16 ordinance (the "Property"), regardless of whether the Director has approved assignment or  
17 transfer of the permission granted herein to such subsequent owner(s). At the request of the  
18 Director, Permittee shall provide to the Director a current title report showing the identity of all  
19 owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60  
20 days of the effective date of this ordinance, and prior to conveying any interest in the Property,  
21 deliver to the Director upon a form to be supplied by the Director, a covenant agreement  
22 imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by  
23 the Permittee and any other owner(s) of the Property and recorded with the King County  
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Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk.

The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

**14A. Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, ~~((also promptly))~~ pay ~~((to))~~ the City ~~((in advance upon statements rendered by the Director an annual fee for the privileges granted and exercised hereunder of Four Thousand Six Hundred Twenty-Five Dollars (\$4,625.00) for each of the first five years of the permit. At the end of this period, adjustments))~~ the amounts charged by the City to inspect the skybridge during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the skybridge by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the skybridge. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

**14B. Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- (a) describes the physical dimensions and condition of all load-bearing elements;
- (b) describes any damages or possible repairs to any element of the skybridge;
- (c) prioritizes all repairs and establishes a timeframe for making repairs; and
- (d) is stamped by a professional structural engineer licensed in the State of

Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every 2 years, within 30 days prior to the anniversary date of the last inspection report; provided that, in the event of a natural disaster or other event that may have damaged the skybridge, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the skybridge. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

**14C. Annual fee.** Beginning on June 15, 2013, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee of \$7,623, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the annual fee ((amount)) shall be made in accordance with a term permit fee schedule adopted by the City Council ((by ordinance)) and may be ((adjusted)) made every year. In the absence of ((such)) a schedule, the Director may only increase or decrease the previous year's fee ((amount annually)) to reflect any inflationary changes so as to charge ((said)) the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee ((amount)) by the percentage change between the two most recent year-end values available ((of)) for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

1           **15. Compliance with other laws.** ~~((The Permittee shall not discriminate against any (1)~~  
2 ~~employee, (2) applicant for employment, or (3) person with respect to the award of or referral of~~  
3 ~~a contract or with respect to the conditions, terms, price or performance standards, or other~~  
4 ~~provisions of a contract in connection with the design, architectural or structural engineering~~  
5 ~~work or the construction, repair, or maintenance of said pedestrian bridge permitted to be erected~~  
6 ~~and/or operated pursuant to this ordinance, on the base of race, religion, creed, color, sex, marital~~  
7 ~~status, sexual orientation, gender identity, political ideology, ancestry, age, national origin, or the~~  
8 ~~presence of any sensory, mental or physical handicap unless based upon bona fide occupational~~  
9 ~~qualification. The Permittee shall:~~

11           ~~a) post in conspicuous places available to such employees and applicants for such~~  
12 ~~employment, notices setting forth the provisions of this non discrimination clause.~~

14           ~~b) insert in any contract for work undertaken in connection with the design, architectural~~  
15 ~~or structural engineering work or the repair, construction, maintenance or operation of said~~  
16 ~~pedestrian bridge referenced in this ordinance language substantially similar to the language~~  
17 ~~contained in this Section 15 and which requires any person or entity entering into such contract~~  
18 ~~to comply with the non discrimination provisions of this Section.))~~

19 Permittee shall construct,  
20 maintain and operate the skybridge in compliance with all applicable federal, state, County and  
21 City laws and regulations. Without limitation, in all matters pertaining to the skybridge, the  
22 Permittee shall comply with the City's laws prohibiting discrimination in employment and  
23 contracting including Seattle's Fair Employment Practices Ordinance, Chapter 14.04, and Fair  
24 Contracting Practices code, Chapter 14.10 (or successor provisions).

25           \*\*\*

1           **Section 3. Acceptance of terms and conditions.** The Permittee shall deliver to the  
2 Director its written signed acceptance of the terms of this ordinance within 60 days after the  
3 effective date of this ordinance. The Director shall file the written acceptance with the City  
4 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by  
5 this ordinance shall be deemed to be declined or abandoned and the permission granted deemed  
6 to be lapsed and forfeited and the Permittee shall, at its own expense, remove the skybridge and  
7 all of the Permittee's equipment and property and replace and restore all portions of the public  
8 place as provided in Section 5 of Ordinance 121490, as further amended by Ordinance 121855  
9 and as further amended by this ordinance.  
10

11           **Section 4. Section titles.** Section titles are for convenient reference only and do not  
12 modify or limit the text of a section.  
13

14           **Section 5. Ratify and confirm.** Any act taken by the City or the Permittee pursuant to the  
15 authority and in compliance with the conditions of this ordinance but prior to the effective date  
16 of the ordinance is ratified and confirmed.  
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Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2014, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Edward B. Murray, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Angela Steel/684-5967	Christie Parker/684-5211

**Legislation Title:**

AN ORDINANCE relating to a skybridge over and across Marion Street, east of Minor Avenue; amending Ordinance 121490, as amended by Ordinance 121855; updating the insurance and bond requirements; amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Swedish Health Services; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

**Summary of the Legislation:**

This legislation amends Ordinance 121490, as amended by Ordinance 121855, for Swedish Health Services to continue maintaining and operating the existing skybridge located over and across Marion Street, east of Minor Avenue. An area map is attached for reference.

This permit is renewed for a ten-year term starting on June 15, 2013. The legislation updates the insurance and surety bond provisions as recommended by the City's Risk Manager, specifies the conditions under which authorization is granted, and provides for acceptance of the permit and conditions.

The ordinance requires Swedish Health Services to pay the City and annual fee of \$7,623 starting on June 15, 2013, and annually thereafter. Adjustments to the annual fee may be made every year and if so made shall be calculated in accordance with a term permit fee schedule adopted by the City Council by Ordinance 123485. An Annual Fee Appraisal Summary is attached for reference.

**Background:**

By Ordinance 121490, the City granted permission to Swedish Health Services to construct, operate, and maintain a skybridge over and across Marion Street, east of Minor Avenue, for a ten-year term, renewable for two successive ten-year terms.

The conditions of Ordinance 121490 were amended by Ordinance 121855. The permission authorized by Ordinance 121490 was due for renewal on June 15, 2013.

Please check one of the following:

☐ This legislation does not have any financial implications.

☒ This legislation has financial implications.

**Appropriations:** N/A

**Anticipated Revenue/Reimbursement Resulting from this Legislation:**

Fund Name and Number	Department	Revenue Source	2014 Revenue	2015 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee-	2013 Fee = \$7,623.00 2014 Fee = \$9,932.85	TBD
<b>TOTAL</b>			<b>\$17,555.85</b>	<b>TBD</b>

Revenue/Reimbursement Notes: The ordinance term has a start date of June 15, 2013. The 2013 fee is \$7,623. The 2014 fee is \$9,332.85. Total 2014 revenue will be \$17,555.85; the increase in the 2014 fee is due to an increase in the assessed land value by King County. The 2015 fee will be based on 2015 King County Assessment values.

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:** N/A

**Do positions sunset in the future?** No

**Spending/Cash Flow:** N/A

**Other Implications:**

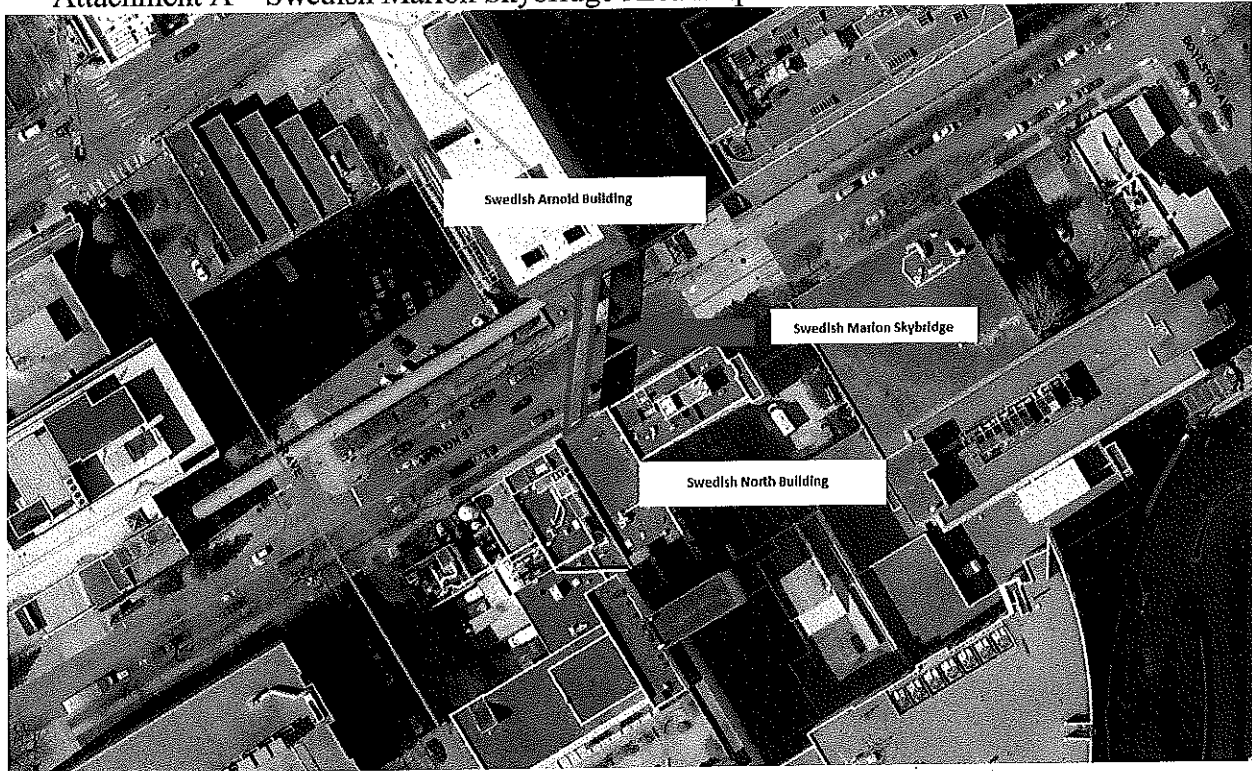
- a) **Does the legislation have indirect financial implications, or long-term implications?**  
No
- b) **What is the financial cost of not implementing the legislation?**  
If the legislation is not enacted by City Council, the City of Seattle will not receive the annual fee of \$7,623. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis.
- c) **Does this legislation affect any departments besides the originating department?**  
No
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None

- e) **Is a public hearing required for this legislation?** No
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No
- g) **Does this legislation affect a piece of property?**  
Yes, an area map is attached for reference.
- h) **Other Issues:** N/A

**List attachments to the fiscal note below:**

- Attachment A – Swedish Marion Skybridge Area Map
- Attachment B – Swedish Marion Skybridge Photo
- Attachment C – Annual Fee Assessment Summary

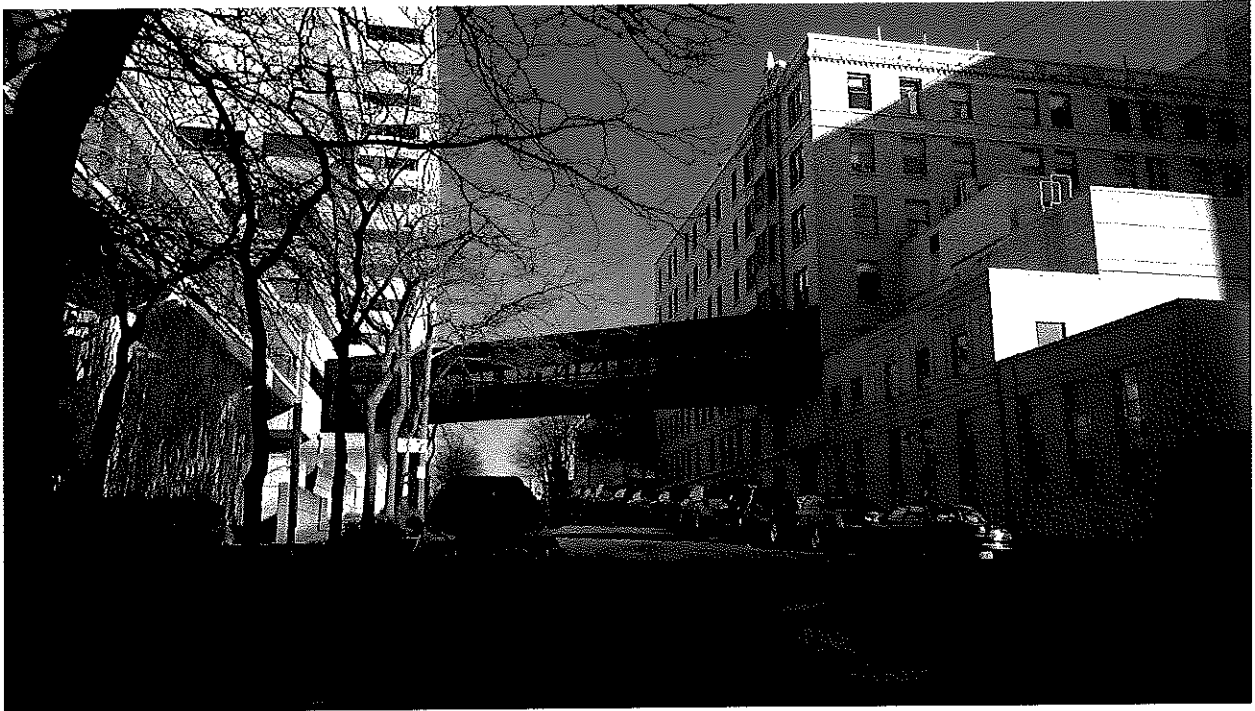
## Attachment A – Swedish Marion Skybridge Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

Amy Gray  
SDOT Swedish Marion Skybridge ATT B  
February 25, 2014  
Version #1

## Attachment B – Swedish Marion Skybridge



Attachment C - Annual Fee Assessment Summary

**STREET USE ANNUAL FEE ASSESSMENT**

Date: 3/13/14

<p>Summary: <b>Land Value: \$215/SF</b> <b>2013 Permit Fee:</b> <b>\$7,623</b></p>
--

**I. Property Description:**

Existing pedestrian tunnel located over and across Marion Street, east of Minor Avenue. Connecting Tax parcels are 1978200665 and 8725990000. Permit is for a total **770 square foot area**.

**Applicant:**

Swedish Health Services

**Abutting Parcels, Property Size, Assessed Value:**

1. Parcel 1978200665; 78,897 SF

Tax year 2013 Appraised Land Value \$13,018,000  
Assessed at \$165/SF

2. Parcel 8725990000; 30,732 SF

Tax year 2013 Appraised Land Value \$5,070,600  
Assessed at \$164.99/SF

2013 tax assessed land value: \$165/SF

**II. Annual Fee Assessment:**

The 2013 permit fee is calculated as follows:  $(\$165/\text{SF}) \times (770 \text{ SF}) \times (75\%) \times (8\%) =$   
**\$7,623**, where 75% is the degree of alienation for a skybridge and 8% is the estimated annual rate of return.

Fee methodology authorized under Ordinance 123485.



**City of Seattle**  
Edward B. Murray  
Mayor

April 1, 2014

Honorable Tim Burgess  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that will grant Swedish Health Services a ten-year renewal permit for an existing skybridge over and across Marion Street, east of Minor Avenue, as authorized by Ordinance 121490.

The existing skybridge connects Swedish Health Services hospital's North Tower, the Nordstrom Tower and Arnold Pavilion. In addition to granting a new ten-year permit renewal, the proposed Council Bill updates the insurance and bond requirements, updates the annual fee, and specifies the conditions under which authorization is granted.

Thank you for your consideration of this legislation. Should you have questions, please contact Angela Steel at 684-5967.

Sincerely,

Edward B. Murray  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council